

**AGREEMENT FOR SALE**

This Agreement for Sale (**Agreement**) executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**Contd. . .**

**BY AND BETWEEN**

**1. ASWINI SALES PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(2) CHAMPION SUPPLIERS PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(3) CONCEPTION COMMERCIAL PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(4) DIAGRAM SALES PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(5) DURGAMATA VINTRADE PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(6) HIGHLIGHT COMMERCIAL PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(7) KHAITAN LAND LTD. (PREVIOUSLY KNOWN AS PIONEER TOWNSHIP LTD.)**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(8) LIMESTONE SALES PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(9) MERIDIAN VINTRADE PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(10) PIONEER MARBLES & INTERIORS PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(11) PIONEER ONLINE LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(12) PRUDENT INFREALETY PVT. LTD. (PREVIOUSLY KNOWN AS PRUDENT PROJECTS PVT. LTD.)**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(13) RAMESHWAR SALES PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(14) RAVINDRA KHAITAN (HUF)**, a Hindu Undivided Family represented by its Karta, Sri Ravindra Khaitan having its office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(15) RECREATE TRADERS PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(16) SAPTARSHI TRADELINK PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, **(17) SEABIRD BARTER PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017,

(18) **SEABIRD DEALERS PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, (19) **WRINKLE TRACOM PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata - 700017, hereinafter collectively referred to as the '**OWNERS**', (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include their respective successors, successors in office, successors in interest, the member or members/coparceners for the time being of the said HUF and their respective heirs, executors, administrators and permitted assigns) of the **FIRST PART**

**AND**

**PRUDENT INFRAREALTY PVT. LTD. (FORMERLY KNOWN AS PRUDENT PROJECTS PVT. LTD.)**, (CIN U45208WB2009PTC137118), a private limited company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at '**RAWDON ENCLAVE**', No. 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata – 700 017 and its corporate office at '**RAWDON ENCLAVE**', No. 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata – 700 017 (PAN AAFCP2060D), represented by its Authorized Signatory (Aadhaar No. \_\_\_\_\_) authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the '**PROMOTER**', (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its successors, successors in office, successors in interest, nominee, or nominees and assigns) of the **SECOND PART**

**AND**

**Mr. Snehasis Gangopadhyay** (Aadhaar No.3805 4472 8154), (PAN ADIPG1881G)

Son of : Late Keshab Chandra Gangopadhyay, residing at A-5/1, B-2 , Rabindra Pally,  
Brahmapur, Kolkata, West Bengal, Pin:-700096,

**AND**

**Mrs. Tinkoo Ganguly** (Aadhaar No.2029 8658 4436), (PAN NO AOYPG8143E)

Daughter of : Late Rabindranath Chakraborty, residing at A-5/1, B-2 , Rabindra Pally,  
Brahmapur, Kolkata, West Bengal, Pin:-700096,

hereinafter referred to as the '**ALLOTTEE**', (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include his/her legal heirs, legal representatives, executors, successors, administrators, nominee, or nominees and permitted assigns) of the **THIRD PART**

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**Definitions** - For the purpose of this Agreement for Sale, unless the context otherwise requires,

- a. "**ACT**" means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017);
- b. "**RULES**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c. "**REGULATIONS**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d. "**SECTION**" means a Section of the Act;

- e. **“ADVOCATE”** means **Mr. Mayank Kakrania**, Advocate, of No. 10, Old Post Office Street, 1st Floor, Kolkata – 700 001, appointed by the Owners and the Promoter, inter alia, for preparation of this agreement and deed/s of conveyance for transfer of the Apartment;
- f. **“ARCHITECT”** means **‘INNATE’**, 26/2, Ballygunge Circular Road, Udayan Park, Flat No. 7, 3rd Floor, Kolkata – 700 019, or such other Architect as may be appointed by the Owners and the Promoter from time to time for the Project;
- g. **“ASSOCIATION”** means any Company incorporated under the Companies Act, 2013, or any Association or any Syndicate or Registered Society that may be formed by the Owners and the Promoter for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Owners and the Promoter in their absolute discretion;
- h. **“ALLOTTEE”** means and shall be deemed to mean and include:
- i. In case the Allottee be an individual or a group of persons, then his/her respective legal heirs, legal representatives, executors, successors, administrators, nominee, or nominees and permitted assigns;
  - ii. In case the Allottee be a Hindu Undivided Family, then the member or members/coparceners for the time being of the said HUF and their respective heirs, executors, administrators and permitted assigns;
  - iii. In case the Allottee be a partnership firm, then its partners for the time being and their respective legal heirs, executors, administrators and permitted assigns;
  - iv. In case the Allottee be a company, then its successors, successors in office, successors in interest and permitted assigns.
- i. **“BLOCK”** means **ALL THAT** the **Block No.** \_\_\_\_\_ to be constructed erected and completed on a part or portion of the said Land in accordance with the said plan;
- j. **“CAR/TWO WHEELER PARKING SPACES”** means small/medium spaces in or portion of the ground floor of the Project and/or small/medium stack spaces either covered or open expressed or intended or reserved by the Owners and the Promoter for parking of motor cars/two wheelers;
- k. **“COMMON AREAS AND INSTALLATIONS”** means the common areas, parts, portions, facilities and amenities including foundations, columns, beam supports,

ultimate common roof of the buildings, lifts, lift room, lift well and lift installations, transformer, transformer room and installations, if any, generator, generator room, generator installations, air-conditioned community hall, pump, pump room, pump installations, tube wells and its installations, water filtration plant and its installations, fire fighting installations, drains, sewers, boundary walls, main gates, entrances and exits, paths and passages, corridors, driveways, staircases, stairways, landings and lobbies and overhead and underground water reservoirs, toilets, bathroom fittings and fixtures, garden, wiring, meter for lighting the common areas in the Project, as more fully and particularly mentioned and described in **SCHEDULE E** hereunder written. However car/two wheeler parking spaces (both open and covered) shall not form part of common parts and portions of the Project;

- l. **“COMMON EXPENSES”** means and includes all expenses for the maintenance, management, upkeep and administration of the common areas and installations and for rendition of services in common to the co-owners and all other expenses for the common purposes to be contributed borne paid and shared by the co-owners including those mentioned in **SCHEDULE F** hereunder written;
- m. **“COMMON PURPOSES”** means and includes the purposes of managing, maintaining and up keeping the common areas and installations, rendition of common services in common to the co-owners, collection and disbursement of the common expenses and administering and dealing with the matter of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the common areas and installations in common;
- n. **“OPEN COMMON SPACE”** means all spaces open to sky at the ground floor level in the Project including driveways, paths, passages, side spaces and garden but excluding open car/two wheeler parking spaces;
- o. **“PROJECT”** means the entire area within the boundary of the said Land and all the residential blocks and/or new buildings to be constructed erected and completed in accordance with the said plan and further extension thereof vertically or horizontally by extension of boundary walls, if necessary;
- p. **“CO-OWNERS”** means all the buyers/owners who have agreed to purchase any Apartment in the Project and have taken possession of such Apartment and for all

unsold Apartment and/or Apartments, possession whereof not having been parted with by the Owners or the Promoter, shall mean the Owners or the Promoter as the case may be;

- q. **“DATE OF COMMENCEMENT OF LIABILITY”** means the date on which the Allottee takes actual physical possession of the Apartment after fulfilling all his liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Promoter to the Allottee to take possession of the Apartment irrespective of whether the Allottee takes actual physical possession of the Apartment or not, whichever be earlier;
- r. **“FLAT/APARTMENT”** means the independent and self contained flat or apartment and/or other constructed spaces built and constructed or intended to be built and constructed by the Promoter on the said Land capable of being exclusively held, used, or occupied by a person;
- s. **“MAINTENANCE DEPOSIT/FUND”** means the deposit or the fund to be created by the Promoter upon the Allottee depositing a sum as may be determined by the Promoter in its absolute discretion, with the Promoter, towards maintenance deposit which shall be held free of interest by the Promoter for the period mentioned hereunder;
- t. **“MAINTENANCE IN CHARGE”** means upon the formation of the Association and its taking charge of the acts relating to the common purposes from the Promoter, mean the Association and till such time the Association is formed and takes charge of the acts relating to the common purposes, mean the Promoter;
- u. **“RESTRICTIONS”** means various restrictions regarding the user/holding of the Apartment as hereinafter stated;
- v. **“SAID LAND”** means **ALL THAT** the piece and parcel of bastu land measuring **415.282 decimals**, be the same a little more or less, in R. S. Dag Nos. 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1186, 1187, 1188, 1189, 1190, 1193, 1195, 1196, 1197, 1198, 1199, 1200 and 1201, L. R. Dag Nos. 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1758, 1759, 1760, 1761, 1762, 1767, 1769, 1770, 1771, 1772, 1773, 1774 and 1775, comprised in Khatian Nos. 2735, 2737, 2746, 2731, 2729, 2743, 2730, 2733, 2742, 2738, 2740, 2728, 2734, 2725, 2741, 2744, 2736, 2732 and 2759, in Mouza Sripur Bagherghole, J. L. No. 59, Holding No. 272, Sripur

Bagherghole “A”, Pargana-Magura, Touzi No. 1, P. S. & A.D.S.R. Sonarpur, under Rajpur Sonarpur Municipal Ward No. 33, District South 24 Parganas, as more fully and particularly mentioned and described in **SCHEDULE A** hereunder written;

- w. **“SAID PLAN”** means the plan for construction of the Project sanctioned by Rajpur Sonarpur Municipality vide No. i) 1664/CB/33/70 dated 26th March, 2012, subsequently by another sanction being No. ii) 2428/CB/33/70 dated 14th March, 2013, revised sanctioned plans being Nos. iii) 2060/Rev/CB/33/81 dated 6th March, 2014, iv) 2193/Rev/CB/33/21 dated 17th March, 2015, v) 102/Rev/CB/33/39 dated 21st April, 2015, vi) 1327/Rev/CB/33/68 dated 22nd December, 2015 and vii) 156/Rev/CB/33/04 dated 5th September, 2016 and shall mean and include such modifications thereof and/or alteration and extension therein as may be made from time to time by the Promoter;
- x. **“APARTMENT”** means **ALL THAT** the **flat/Apartment No.** \_\_\_\_\_ on the \_\_\_\_\_ **floor** of **Block No.** \_\_\_\_\_ of the Project, containing by admeasurement **Carpet Area** of \_\_\_\_\_ Square Feet [Built-up Area whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies)/verandah(s) being \_\_\_\_\_ Square Feet)] and **Chargeable Area** being \_\_\_\_\_ **Square Feet**, be the same a little more or less, as shown on the map or plan annexed hereto, being **SCHEDULE H TOGETHER WITH** the proportionate undivided, impartible share and/or right, title and interest in the land underneath the Block No. \_\_\_\_\_, attributable to the flat/Apartment, as more fully and particularly mentioned and described in PART - I of **SCHEDULE B** hereunder written **TOGETHER WITH** the right to use one garage/covered parking space on the ground floor of Block No. \_\_\_\_\_, preferred by the Allottee, as more fully and particularly mentioned and described in **PART - II** of **SCHEDULE B** hereunder written **TOGETHER WITH** the pro rata share in the Common Areas, as defined under Clause (m) of Section 2 of the Act;
- y. **“CARPET AREA”** according to the context means the net usable floor area of any flat/Apartment, excluding the area covered by the external walls, areas under service shafts (if any), exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the flat/Apartment;



- z. “**COVERED AREA**” according to the context means the plinth area of the flat/Apartment or all the flats/Apartments in the Project, which, inter alia, includes the area of the covered balconies with the flat/Apartment and also the thickness of the external walls, internal walls and pillars in the flat/Apartment **PROVIDED THAT** if any wall or pillar be common between two flats/Apartments, then one-half of the area under such wall or pillar shall be included in each such flat/Apartment;
- aa. “**CHARGEABLE AREA**” for the purpose of determination of the saleable area, means the total constructed space in a particular flat/Apartment together with the proportionate share in the common parts, portions, areas and installations determined in consultation with the Architect for the time being of the Project and the said decision will be final and binding on the parties;
- bb. “**SERVICE/MAINTENANCE CHARGES**” means the service/maintenance charges for the common parts, portions, areas, installations/facilities and/or amenities, as may be incurred by the Promoter and/or the Association including providing services, making such provision or incurring expenses in respect of the future provision of the services as the Promoter and/or the Association may in their absolute discretion consider fit and proper. The proportionate amount agreed to be paid by the Allottee on account of the service and maintenance charges shall be determined by the Promoter and/or the Association in its/their absolute discretion;
- cc. “**SINKING FUND**” means the deposit @ Rs. 20/- (Rupees twenty) only, per sq. ft., on the Chargeable area to be kept with the Promoter;
- dd. “**SPECIFICATIONS**” means and includes the various specifications, brief details as mentioned in **SCHEDULE E** hereunder written and such specifications may be altered and/or changed and/or modified as may be determined by the Promoter from time to time in its absolute discretion;
- ee. “**TRANSFER**” with its grammatical variation shall include transfer by possession and or by any other means adopted for effecting what is understood as a transfer of space in the Project to Allottees thereof although the same may not amount to a transfer in law;
- ff. Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa;

gg. Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**. Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**. Likewise **NEUTER GENDER** shall include **MASCULINE** and **FEMININE GENDER**.

**W H E R E A S:**

**A.** The Owners herein are the absolute lawful owners of **ALL THAT** the piece and parcel of bastu land measuring **415.282 decimals**, be the same a little more or less, in R. S. Dag Nos. 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1186, 1187, 1188, 1189, 1190, 1193, 1195, 1196, 1197, 1198, 1199, 1200 and 1201, L. R. Dag Nos. 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1758, 1759, 1760, 1761, 1762, 1767, 1769, 1770, 1771, 1772, 1773, 1774 and 1775, comprised in Khatian Nos. 2735, 2737, 2746, 2731, 2729, 2743, 2730, 2733, 2742, 2738, 2740, 2728, 2734, 2725, 2741, 2744, 2736, 2732 and 2759, in Mouza Sripur Bagherghole, J. L. No. 59, Holding No. 272, Sripur Bagherghole "A", Pargana-Magura, Touzi No. 1, P. S. & A.D.S.R. Sonarpur, under Rajpur Sonarpur Municipal Ward No. 33, District South 24 Parganas, (hereinafter collectively referred to as the "**SAID LAND**"), as more fully and particularly mentioned and described in **SCHEDULE A** hereunder written. The devolution of title of the Owners in respect of the said Land is more fully described in **SCHEDULE G** hereunder written;

**B.** The Owners herein being desirous of having the said Land to be developed by the Promoter and for the purpose of constructing a residential building project comprising of 14 (fourteen) numbers of residential buildings or blocks, twelve blocks consisting of seven floors, one block consisting of four floors, and another one block consisting of twelve floors, (hereinafter collectively referred to as the "**PROJECT**"), on a part or portion thereof, have, by and under a Development Agreement dated 6<sup>th</sup> September, 2011, modified on 5<sup>th</sup> April 2013, again modified on 28<sup>th</sup> January 2015, and again modified on 15<sup>th</sup> March, 2016, and by a further registered Development Agreement dated 6<sup>th</sup> June, 2016, and registered in the office of the District Sub Registrar - IV, Alipore, South 24 Parganas, in Book No. I, Volume Number 1604, Pages 97199 to 97273, being No. 3634 for the year 2016, (hereinafter collectively referred to as the "**SAID DEVELOPMENT AGREEMENT**"), granted the exclusive right of development of the said Land unto and in favour of the Promoter herein, at or for the consideration and on the terms, conditions, covenants, rights, obligations, stipulations and restrictions, as are contained and recorded in the said Development Agreement;

**C.** The Promoter, at its own costs, charges and expenses caused the necessary maps or plans to be prepared, applied for and got the same sanctioned by the Rajpur Sonarpur Municipality vide No. i) 1664/CB/33/70 dated 26<sup>th</sup> March, 2012, subsequently by another sanction being No. ii) 2428/CB/33/70 dated 14<sup>th</sup> March, 2013, revised sanctioned plans being Nos. iii) 2060/Rev/CB/33/81 dated 6<sup>th</sup> March, 2014, iv) 2193/Rev/CB/33/21 dated 17<sup>th</sup> March, 2015, v) 102/Rev/CB/33/39 dated 21<sup>st</sup> April, 2015, vi) 1327/Rev/CB/33/68 dated 22<sup>nd</sup> December, 2015 and vii) 156/Rev/CB/33/04 dated 5<sup>th</sup> September, 2016, (hereinafter collectively referred to as the “**SAID PLAN**”). The said plan is still valid, subsisting and has not lapsed its validity;

**D.** The Promoter, as per the said Development Agreement and the said Plan, took possession of the said Land and has constructed and completed 11 (eleven) out of the aforesaid 14 (fourteen) numbers of residential buildings or blocks of the Project and an Occupancy/Completion Certificate dated 28<sup>th</sup> July, 2017, has also been obtained by the Promoter from the Rajpur Sonarpur Municipality in respect of the said 11 (eleven) blocks;

**E.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which the Project is to be constructed have been completed;

**F.** The Rajpur Sonarpur Municipality has granted permission to develop the Project vide approval being No. 156/Rev/CB/33/04 dated 5<sup>th</sup> September, 2016;

**G.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Apartment from the Rajpur Sonarpur Municipality as stated above. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;

**H.** The Allottee had applied for a flat/Apartment in the Project vide Application No. / Booking Id. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted **ALL THAT** the **flat/Apartment No.** \_\_\_\_\_ on the \_\_\_\_\_ **floor** of **Block No.** \_\_\_\_\_ of the Project, containing by admeasurement **Carpet Area** of \_\_\_\_\_ **Square Feet [Built-up Area** whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies)/verandah(s) being \_\_\_\_\_ Square Feet)] and **Chargeable Area** being \_\_\_\_\_ **Square Feet**, be the same a little more or less, as shown on the map or plan annexed hereto, being **SCHEDULE H TOGETHER WITH** the

proportionate undivided, impartible share and/or right, title and interest in the land underneath the Block No. \_\_\_\_\_, attributable to the flat/Apartment, as more fully and particularly mentioned and described in **PART - I** of **SCHEDULE B** hereunder written **TOGETHER WITH** the right to use one garage/covered parking space on the ground floor of Block No. \_\_\_\_\_, preferred by the Allottee, as more fully and particularly mentioned and described in **PART - II** of **SCHEDULE B** hereunder written **TOGETHER WITH** the pro rata share in the common areas, (hereinafter referred to as the “**COMMON AREAS**”), as defined under Clause (m) of Section 2 of the Act, (hereinafter collectively referred to as the “**APARTMENT**”), as more fully and particularly mentioned and described in **SCHEDULE B** hereunder written;

**I.** The parties hereto have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

**J.** It was expressly provided and agreed under the said Development Agreement that the Promoter shall be entitled to receive, realise and collect all the costs, charges and expenses incurred by the Promoter for construction of the Project, including the efforts made in respect thereof and the Promoter shall be entitled to enter into agreements for sale or transfer and shall also be entitled to receive the amount of consideration for and on behalf of the Owners also directly in its own name;

**K.** By and under a Declaration dated 2<sup>nd</sup> January, 2012, made by the Owners herein, and registered in the office of the District Sub Registrar - IV, Alipore, District South 24 Parganas, in Book No. I, C. D. Volume No. 1, Pages 161 to 172, being Deed No. 00049, for the year 2012, the Owners herein being the declarants therein declared and confirmed unto and to the Rajpur Sonarpur Municipality that the Owners herein have permitted and allowed the said Rajpur Sonarpur Municipality the right of ingress and egress with men, materials and equipments from the main entrance of the Project undertaken by the Owners herein to be constructed on the said Land, for the purpose of maintenance, cleaning and carrying out general repairs to the drainage system in the Project, as shown and delineated in Red colour border on the map or plan annexed thereto. It was further declared by the Owners herein that the said Rajpur Sonarpur Municipality shall, however, have no right over and in respect of any other part, portion, or area, or any other facility in the Project or in the said Land;

**L.** The parties hereto hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;

**M.** The parties hereto, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**N.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties hereto, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment, as specified in paragraph I;

**O.** At or before the execution of this Agreement, the Allottee herein has fully satisfied and/or caused to be satisfied himself as to the marketable title of the Owners in respect of the said Land and the authority of the Promoter to enter into the said Development Agreement, the validity of the said plan, the area and dimensions of the Apartment and the specifications as well as the quality of materials to be used and all other details whatsoever and/or howsoever of any nature in relation and/or in connection thereto, to the extent constructed and has agreed not to raise any dispute, or put forward any claim or requisition in this regard upon the Promoter, at any point of time in future.

**NOW THEREFORE** in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties hereto agree as follows:

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment, as specified in paragraph I.

1.2 The Total Price for the Apartment based on the carpet area is  
Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_)  
\_\_\_\_\_ only, (**“Total Price”**):

Head	Price
Block No. _____, Flat / Apartment No.	Rs.

_____,Floor _____, Carpet-Area _____, Built-Up Area _____, Super Built Up Area _____	
_____Number and _____ Type Car Parking at the covered space in the Ground Floor of the Building,	Rs.
_____Number and _____ _____Type Car Parking in the open compound of the said premises.	Rs.
_____ Number Two Wheeler Parking in the Ground Floor of the Building,	Rs.
Add : G S T	As applicable
Less Discount on account of GST input credit	Rs.
Total Price	Rs.

**Explanation:**

- i. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- ii. The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of G S T and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over possession of the Apartment to the Allottee and the Project to the Association of Allottees, or the Competent Authority, as the case may be, after obtaining the Completion Certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter, within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with the dates from which such taxes/levies etc. have been imposed or become effective;
- iv. The Total Price of the Apartment includes recovery of price of the proportionate share in the land, construction of [not only the Apartment but also] the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

**1.2.1. Tax Deduction at Source (TDS):** If applicable, the tax deduction at source (TDS) under the relevant provisions of the Income Tax Act, 1961, shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under the law and the Allottee shall furnish necessary certificates therefor to the Promoter within a period of 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or necessary certificates therefor is not furnished to the Promoter, then the same shall be treated as a default on the part of the Allottee under this Agreement and the amount thereof shall be treated as outstanding.

**1.2.2.** In addition to the Total Price as aforesaid, the Allottee shall, before the Date of Possession/Date of Commencement of Liability, or the date of demand by the Promoter, whichever is earlier, also pay the following amounts:

- i)** Legal Documentation Charges of the Advocate, **Mayank Kakrania**, for preparation of this Agreement and the Deed of Conveyance to be executed in pursuance hereof, which shall be Rs. 15,000/- (Rupees twenty five thousand) only, out of which 50% (fifty percent) shall be paid by the Allottee to the said Advocate at or before the execution hereof and the balance 50% (fifty percent) on or before the Date of Commencement of Liability or the date of execution of the Deed of Conveyance in respect of the Apartment, whichever is earlier;
- ii)** The electrical and generator charges calculated at the rate of Rs. 25/- (Rupees Twenty Five) only, per square foot of the Chargeable Area of the Apartment;
- iii)** The full amount of security deposit and other costs payable to the electricity authorities for obtaining direct electric meter in respect of the Apartment and the proportionate share of the total amount of security deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance, lighting, running and operating the common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the Apartment shall be that of the Allottee;
- iv)** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only, as Advance Maintenance Charges, along with applicable GST, to the Promoter/Maintenance Company/Association (as the Promoter may direct);
- v)** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only, as Refundable Security Deposit, as herein below mentioned to the Promoter/Maintenance Company/Association (as the Promoter may direct);
- vi)** The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp duty and registration fees on execution and registration of this Agreement and of the Deed of Conveyance and other documents to be executed and/or registered in pursuance hereof **and** also all statutory and incidental charges payable therefor, and other expenses incidental to registration.



- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** hereunder written (“**Payment Plan**”).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in Schedule D and Schedule E (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected), in respect of the Apartment, without the previous written consent of the Allottee as per the provisions of the Act.
- Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the Occupancy/Completion Certificate is granted by the competent authority, by furnishing details of the changes,

if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by the Allottee within forty five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square foot as agreed in paragraph 1.2 of this Agreement.

- 1.8 Subject to paragraph 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- i.** The Allottee shall have the exclusive ownership of the Apartment;
  - ii.** The Allottee shall also have an undivided proportionate share in the Common Areas. Since the share interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with the other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of the Allottees after duly obtaining the Occupancy/Completion Certificate from the competent authority as provided in the Act;
  - iii.** That the computation of the price of the Apartment includes recovery of price of the proportionate share in the said Land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per paragraph 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
  - iv.** The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with \_\_\_\_\_ garage/covered parking shall be treated as a single indivisible unit for all purposes.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to the competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable, and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only, as booking amount, being part payment towards the Total Price of the Apartment, at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (Schedule C) as may be demanded by the Promoter within the time and in the manner specified therein;
- Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## 2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable), in favour of Prudent Infrarealty Pvt. Ltd., payable at Kolkata.

**3. COMPLIANCE OF LAWS RELATING TO REMITANCES:**

**3.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under, or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999, or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999, or other laws as applicable, as amended from time to time.

**3.2** The Promoter accepts no responsibility in regard to matters specified in paragraph 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be.

**6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities which have been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the local municipal laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT/PLOT:**

**7.1 Schedule for possession of the Apartment-**

The Promoter agrees and undertakes that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees, or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the Project (“Force Mejeure”). If, however, the completion of the Project is delayed due to the Force Mejeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims, etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession-** The Promoter, upon obtaining the Occupancy/Completion Certificate from the Competent Authority, shall offer in writing the possession of the Apartment to the Allottee, in terms of this Agreement, to be taken within two months from the date of issue of such certificate, upon the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his/her other covenants/obligations herein. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of Occupancy/Completion Certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be, after the issuance of the Occupancy/Completion Certificate for the Project. The Promoter shall hand over the Occupancy/Completion Certificate of the Project to the Allottee at the time of conveyance of the same.

**7.3 Failure of Allottee to take Possession of Apartment-** Upon receiving a written intimation from the Promoter as per paragraph 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in

paragraph 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in paragraph 7.2.

- 7.4 Possession by the Allottee-** After obtaining the Occupancy/Completion Certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees, or the Competent Authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Promoter shall hand over the necessary documents and plans, including Common Areas, to the Association of Allottees, or the Competent Authority, as the case may be, within thirty days after obtaining the Occupancy/Completion Certificate.

- 7.5 Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

- 7.6 Compensation-** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete, or is unable to give possession of the Apartment (i) in accordance with the terms of the Agreement, duly completed by the date specified in paragraph 7.1; or (ii) due to discontinuance of its business as a Promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available to return the total amount received by the Promoter in respect of the Apartment, with interest at the

rate prescribed in the Rules, including compensation in the manner as provided under the Act, within 45 (forty five days) of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty five) days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land or the Project;
- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the said Land or the Project save and except that Blocks 3A,10A and 11A of the Project are mortgaged with L.I.C. Housing Finance Ltd.
- iv. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- v. All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and Common Areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act, or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- vii. The Promoter has not entered into any Agreement for Sale and/or Development Agreement, other than the said Development Agreement, or any other agreement/arrangement with any person or party with respect to the said Land,



including the Project and the Apartment, which will, in any manner, affect the rights of the Allottee under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees, or the Competent Authority, as the case may be;
- x. The said Land or any part thereof is not owned by any minor and/or no minor has any right, title and claim over the said Land;
- xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the Project, to the Competent Authorities, till the Occupancy/Completion Certificate has been issued and possession of the Apartment along with the Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees, or the Competent Authority, as the case may be;
- xii. No notice from the Government, or any other local body, or authority, or any legislative enactment, government ordinance, order, notification, (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

**9.1** Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in paragraph 7.1, or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this paragraph, 'ready to move in

possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects, including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Occupancy/Completion Certificate has been issued by the Competent Authority;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act, or the rules or regulations made there under.

**9.2** In case of default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules, within 45 (forty five) days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty five) days of it becoming due.

**9.3** The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount, at the rate prescribed in the Rules;

- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

**10. CONVEYANCE OF THE APARTMENT:**

The Promoter, on receipt of the Total Price of the Apartment as per paragraph 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with the proportionate indivisible share in the Common Areas, within 3 months from the date of issuance of the Occupancy/Completion Certificate, to the Allottee;

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy/Completion Certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

**11. MAINTENANCE OF THE BUILDING/APARTMENT/PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the Occupancy/Completion Certificate of the Project.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality, or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, or from the date of issuance of the Occupancy/Completion Certificate, whichever is earlier, it shall be

the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

**Use of Service Areas:** The service areas, if any, as located within the Project, shall be ear-marked for purposes such as parking spaces and services, including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basement(s) in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

**15. COMPLIANCE WITH RESEPECT TO THE APARTMENT:**

**15.1** Subject to paragraph 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

**15.2** The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement materials etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

**15.3** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or the Maintenance Agency appointed by the Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The parties are entering into this Agreement for the allotment of Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Apartment/Building and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. It is however made clear that Blocks 3A,10A and 11A of the Project are mortgaged with L.I.C. Housing Finance Ltd.

**19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable under the various statutes in the state of West Bengal.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter, or the Allottee, until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee, and secondly, appears for registration of the same before the concerned Registering Authority as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registering Authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which, if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

This Agreement along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the Apartment.

**22. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the parties.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the

Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer as the said obligations go along with the Apartment for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

**24.1** The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

**24.2** Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the rules and regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with the other Allottees in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**27. FURTHER ASSURANCES:**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its Authorized Signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter, or simultaneously with the execution, the said Agreement shall be registered at the office of the Registering Authority. Hence, this Agreement shall be deemed to have been executed at Kolkata.

**29. NOTICE:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee, or the Promoter, by Registered Post at their respective addresses as specified and mentioned herein above:

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEES:**

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her, which shall, for all intents and purposes be considered as properly served on all the Allottees.



**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such Apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the rules and regulations made there under, including other applicable laws of India, for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which, the same shall be settled under the Arbitration and Conciliation Act, 1996.

**34. MISCELLANEOUS:**

**34.1** The Allottee shall not in any manner cause any objection, obstruction, interference, or interruption at any time hereafter in the construction or completion of the Project or the Block or other parts thereof (notwithstanding the delivery of possession of the Apartment to the Allottee in the meantime and there being temporary inconvenience in the use and enjoyment thereof by the Allottee) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the Project or the Block or the sale or transfer of the other flats/Apartments in the Project or the Block is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Allottee, or because of any act or omission on the part of the Allottee, the Promoter is restrained from construction of the Project, or the Block and/or transferring and

disposing of the other flats/Apartments therein, then and in that event, without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

**34.2** The Allottee shall not be entitled to nominate any other person or persons till such time the Deed/s of Conveyance is executed and in the event of the Allottee nominating any other person or persons before execution of the Deed/s of Conveyance, he will be entitled to do so only with the consent in writing of the Promoter, only after the expiry of a period of 12 (twelve) months from the date of this Agreement and upon payment of a nomination fee of 3% (three percent) of the Total Price. The Allottee herein, only upon receipt of the Total Price from the nominee/s, join in as a confirming party and execute the Deed/s of Conveyance to be executed and registered in favour of such nominee or nominees in respect of the Apartment, without raising any objection or claiming any additional consideration. In case of failure on the part of the Allottee to sign, execute and register the same, the Promoter shall be entitled to sign, execute and register such Deed/s of Conveyance in the name and for and on behalf of and as the Constituted Attorney of the Allottee. If required and if circumstances so warrant for the same, the Allottee herein shall also grant a Power of Attorney either in favour of the Promoter or in favour of its nominee or nominees, for the specific purpose of execution of the Agreement for Nomination/Assignment and the Deed/s of Conveyance in favour of the nominee/s of the Allottee.

**34.3** As from the date of possession of the Apartment, the Allottee agrees and covenants:

- a) To co-operate with the other Allottees and the Promoter in the management and maintenance of the Project or the Block.
- b) To observe the rules framed from time to time by the Promoter and upon formation, by the Association of Allottees, for quiet and peaceful enjoyment of the Project as a decent Project.
- c) To allow the Promoter with or without workmen to enter into the Apartment for the maintenance and repairs.

- d) To pay and bear the common expenses and other outgoings and expenses from the date of possession, or the date of the conveyance deed, whichever is earlier, and also the rates and taxes for and/or in respect of the Project, including those mentioned in **SCHEDULE F** hereunder written proportionately for the Project and/or common parts/areas and wholly for the Apartment and/or to make deposit on account thereof in the manner mentioned hereunder to or with the Promoter and upon the formation, with the Association of Allottees, as the case may be. Such amount shall be deemed to be due and payable on and from the date of possession, or the date of the conveyance deed, whichever is earlier, whether actual physical possession of the Apartment has been taken or not by the Allottee.
- e) Not to sub-divide the Apartment, or any portion thereof.
- f) Not to do any act, deed, or thing or obstruct the construction and completion of the Project or the Block in any manner whatsoever notwithstanding any inconvenience in the Allottee's enjoyment of the Apartment.
- g) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Project or the Block and/or compound or any portion of the Project or the Block.
- h) Not to store or bring and allow to be stored and brought in the Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner.
- i) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the Block or any part thereof.
- j) Not to fix or install air conditioner in the Apartment save and except at the places, which have been specified in the Apartment for such installation.
- k) Not to do or cause anything to be done in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of the Apartment or adjacent to the Apartment or in any manner interfere with the use, right and enjoyment thereof or any passage or amenities available for common use.

- l)** Not to damage or demolish or cause to be damaged or demolished the Apartment or any part thereof or the fittings affixed thereto.
- m)** Not to close or permit the closing of verandahs or lounges or balconies or lobbies and Common Areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the Apartment, including installation or erection of collapsible and/or iron grill gates at the main entrance of the Apartment, which in the opinion of the Promoter or the Association of Allottees differs from the colour scheme of the Project or the Block or deviation of which in the opinion of the Promoter or the Association of Allottees, may affect elevation in respect of the exterior walls of the Block.
- n)** Not to install grills the designs of which have not been suggested or approved by the Promoter.
- o)** Not to make in the Apartment any structural addition and/or alteration and/or damage such as beams, columns, partition walls, etc.
- p)** Not to fix or install any antenna on the roof or terrace of the Block nor shall fix any window antenna excepting that the Allottee shall be entitled to avail of the cable connection facilities to be provided by the Promoter to the Allottee and also the other Allottees of the flats/Apartments in the Project at their cost. The Allottee shall not be entitled to obtain any other cable connection or DTH services other than that provided by the Promoter in the Project.
- q)** Not to use the Apartment or permit the same to be used for any purpose whatsoever other than residential purpose, and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the Project or to the Allottees and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating and Catering Place, Dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking space, if allotted, anything other than private

motor car or motor cycle and shall not raise or pull up any kutchra or pucca construction grilled wall/enclosures thereon or parts thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the parking space.

- r) Not to use the allocated parking space(s) or permit the same to be used for any other purpose whatsoever other than parking of his own car/cars/two wheelers.
- s) Not to park car/two wheeler in the pathway or open space of the Project or at any other place except the space allotted and purchased by the Allottee and shall use the pathways as would be decided by the Promoter.
- t) Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or may be visible to the outsiders.
- u) Not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Block save a letter box at the place in the ground floor as may be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his Apartment.
- v) Not to alter the outer elevation of the Block or any part or portion thereof nor decorate the exterior of the Block otherwise than in the manner agreed by the Promoter and/or the Association of Allottees in writing or in the manner as near as may be in which it was previously decorated.
- w) Not to bring in any contractor or any labour or mason of his own without the written consent of the Promoter into the Project so long as the Project is not completed fully and made over by the Promoter.
- x) To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Association of Allottees and after it's incorporation to comply and/or adhere to the building rules and regulations of such Association of Allottees.
- y) To use the Common Areas, installations only to the extent required for ingress to and egress from the Apartment of men and materials and passage of utilities and facilities.

- z)** To keep the Common Areas, open spaces, parking areas, paths, passages, gardens, staircases, lobbies, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the Project or the Block.
- aa)** Not to claim any right whatsoever or howsoever over any other flats/Apartments or portions or roof in the Project or Block save the Apartment.
- bb)** Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other flats/Apartments in the Block.
- cc)** Not to let out, transfer, or part with the possession of the parking space, if the right of parking car/two wheeler is granted hereunder, independent of the Apartment nor vice versa, with the only exception being that the Allottee shall be entitled to let out, transfer, or part with possession of the parking space independent of the Apartment to any other Allottee of the Project and none else.
- dd)** Maintain at his own costs, the Apartment in the same good condition state and order in which the same be delivered to the Allottee and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to fire safety under the West Bengal Fire Services Act, 1950 and the rules made there under) of the Government, Rajpur Sonarpur Municipality, WBSEB and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment, as well as the user operation and maintenance of the lift, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Project or the Block and to make such additions and alterations in or about or relating to the Apartment as may be required to be carried out by them or any of them, independently, or in common with the other Allottees, as the case may be, without holding the Promoter in any manner liable or responsible there for and to pay all costs and expenses there for wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation

of any of its conditions or rules or bye-laws and shall indemnify and keep the Promoter saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that it may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottee.

- ee)** To apply for and obtain at his own costs separate assessment and mutation of the Apartment in the records of Rajpur Sonarpur Municipality and the Promoter and the Owners shall give their consent for the same.
- ff)** Children shall not play in the public halls, stairways or elevators of the Block.
- gg)** Not to make and/or cause to be made or permit any disturbing noises or create nuisance in the Project, or do, or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. Not to play upon, or suffer to be played upon instrument, or permit to be operated a phonograph, or radio, or television, loud speaker in such flat/Apartment if the same shall disturb or annoy other occupants of the Block. Not to give vocal or instrumental instruction at any time in order to reduce sound emanating from a flat/Apartment.
- hh)** No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, stair windows, terraces or balconies or place upon the window sills of the Block. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter.
- ii)** No shades, awnings, window guards, ventilators or air conditioning devices shall be used in or about the Block excepting such as shall have been approved by the Promoter.
- jj)** No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Block except such as shall have been approved by the Promoter, nor shall anything be projected out of any window of the Block without similar approval.
- kk)** Water-closets and other water apparatus in the Apartment shall not be used for any purpose other than those for which they were constructed nor shall

any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottees in whose flat/Apartment it shall have been caused.

- ll)** No bird or animal shall be kept or harboured in the Common Areas of the Block. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Block unless accompanied.
- mm)** No bird or animal shall be either killed, slaughtered, or offered in sacrifice, for any religious, communal, social, cultural, or for any other purpose whatsoever, in any visible part or portion of the Apartment, open and covered two wheeler/car parking spaces/areas, any other open or covered spaces and areas, or in any part or portion of the Project.
- nn)** No radio or television aerial shall be attached to or hung from the exterior of the Apartment.
- oo)** Garbage and refuse from the Apartment shall be deposited in such place only in the Block or the Project and at such time and in such manner as the Association of Allottees of the Project may direct.
- pp)** These house rules may be added to, amended or repealed at any time by the Promoter and after formation, by the Association of Allottees.

**34.4** With effect from the Date of Commencement of Liability, the Allottee agrees and covenants to become member, as the case may be, of the Association of Allottees, upon its formation, without raising any objection whatsoever, and also abide by all the rules and regulations, restrictions and bye-laws as framed and/or made applicable by the Promoter and/or the Association of Allottees for the common purpose and shall also sign and execute all papers, documents and applications for the purpose of formation of the Association of Allottees and to do all the necessary acts, deeds and things.

**34.5** The Allottee is aware and agrees and covenants not to raise any objection for extension of the Project, either vertically or horizontally in the contiguous lands in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewage, underground reservoir, pumps, clubs, gym, community hall, playgrounds and other facilities and amenities shall all be part of a



common integrated development. At or before entering into this Agreement, the Promoter has made known to the Allottee that the Promoter may from time to time add/attach or cause to be added/attached further areas and/or lands to the said Land and such additions/areas and/or building/buildings to be constructed will be entitled to all facilities, utilities and/or amenities and/or Common Areas available to the flat/Apartment Allottees in the said Project and that all the Allottees and/or occupants of the building and/or buildings constructed, erected and completed on the said additional area shall be entitled to have free ingress and egress from all pathways, passages and roads forming part of the Project, for which the Allottee herein shall extend all co-operation.

- 34.6** The Allottee shall be entitled to apply to any bank and/or financial institution for the purpose of obtaining financial assistance for acquiring the Apartment it being expressly agreed and understood that in no event, the Promoter shall be responsible for repayment of the said loan to the said bank and/or financial institution and the Allottee has agreed to keep the Promoter, its successor and/or successors in interest and assigns saved harmless and fully indemnified from all costs charges, claims, actions, suits and proceedings and in no event the Allottee shall be entitled to and hereby agrees not to sell or transfer and/or create interest of a third party into or upon the Apartment until such time loan and the interest accrued due thereon is fully repaid and/or liquidated.

**SCHEDULE – “A” ABOVE REFERRED TO:**

**“SAID LAND”**

**ALL THAT** the piece and parcel of bastu land measuring **415.282 decimals**, be the same a little more or less, in R. S. Dag Nos. 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1186, 1187, 1188, 1189, 1190, 1193, 1195, 1196, 1197, 1198, 1199, 1200 and 1201, L. R. Dag Nos. 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1758, 1759, 1760, 1761, 1762, 1767, 1769, 1770, 1771, 1772, 1773, 1774 and 1775, comprised in Khatian Nos. 2735, 2737, 2746, 2731, 2729, 2743, 2730, 2733, 2742, 2738, 2740, 2728, 2734, 2725, 2741, 2744, 2736, 2732 and 2759, in Mouza Sripur Bagherghole, J. L. No. 59, Holding No. 272, Sripur Bagherghole “A”, Pargana-Magura, Touzi No. 1, P. S. & A.D.S.R. Sonarpur, under Rajpur Sonarpur Municipal Ward No. 33, District South 24 Parganas–

**SCHEDULE – “B” ABOVE REFERRED TO:  
“APARTMENT”  
PART - I**

**ALL THAT** the flat/Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor of Block No. \_\_\_\_\_ of the Project, containing by admeasurement **Carpet Area** of \_\_\_\_\_ **Square Feet [Built-up Area** whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies)/verandah(s) being \_\_\_\_\_ Square Feet)] and **Chargeable Area** being \_\_\_\_\_ **Square Feet**, be the same a little more or less, as shown on the map or plan annexed hereto, being **SCHEDULE H TOGETHER WITH** the proportionate undivided, impartible share and/or right, title and interest in the land underneath the Block No. \_\_\_\_\_, attributable to the flat/Apartment

**PART - II**

**ALL THAT** the right to use one \_\_\_\_\_ garage/covered parking space on the ground floor of Block No. \_\_\_\_\_, preferred by the Allottee **TOGETHER WITH** the pro rata share in the Common Areas, as defined under Clause (m) of Section 2 of the Act

**SCHEDULE “C” ABOVE REFERRED TO:  
“PAYMENT PLAN”**

**PART - I**

The consideration payable by the allottee to the promoter for sale of the said unit shall be as follows:

Head	Price
Block No. _____, Flat / Apartment No. _____, Floor _____, Carpet-Area _____, Built-Up Area _____, Super Built Up Area _____	Rs.
_____ Number and _____ Type Car	Rs.

Parking at the covered space in the Ground Floor of the Building,	
_____ Number and _____ _____ Type Car Parking in the open compound of the said premises.	Rs.
_____ Number Two Wheeler Parking in the Ground Floor of the Building,	Rs.
Add : G S T	As Applicable
Less Discount on account of GST input credit	Rs.
Total Price	Rs.

(Rupees \_\_\_\_\_  
\_\_\_\_\_ ) only.

**“PART - II”**

**“INSTALLMENT ”**

<b>Particulars</b>	<b>Flat</b>	<b>Car Parking</b>	<b>Utility</b>	<b>Ancillary</b>
Booking Amount	10%	10%	10%	50%
Within 30 days of Booking	80%	80%	80%	-
On Possession	10%	10%	10%	50%

**SCHEDULE – “D” ABOVE REFERRED TO:****“SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE APARTMENT”****SPECIFICATIONS:**

<b>Foundation:</b>	Earthquake Resistant RCC-framed structure with anti-termite treatment
<b>Wall finish:</b>	Interior –brickwork with Plaster of Paris
	Exterior- High quality weatherproof cement/textured paint
<b>Flooring:</b>	Bedrooms – Ceramic/Vitrified tiles
	Living/Dining – Vitrified tiles
<b>Kitchen:</b>	Flooring – Tiles
	Granite counter
	Stainless steel sink
	Dado of ceramic tiles up to 2 ft. above the counter
	Electrical points for Refrigerator, Aqua Guard, Exhaust Fan & Microwave Oven
<b>Toilet:</b>	Flooring – Ceramic tiles
	Toilet Walls – Ceramic tiles on the walls up to door height
	Sanitary ware of reputed brands
	CP fittings of reputed brands
	Electrical point for Geyser
	Plumbing provision for Hot/Cold Water line
<b>Doors &amp; Windows:</b>	Door frame – wooden / LVL
	Main Door – laminated flush doors
	Main Door Fittings – reputed brand night-latch with eyepiece & handle
	Internal Bedroom Doors – Flush door enamel painted with lock
	Toilet Doors – laminated inside & enamel painted outside
	Windows – Sliding aluminum/ windows with glass panes
	Integrated window MS Grill mandatory at extra cost
	Modular switches of reputed brands
	AC points in all bedrooms

<b>Electricals:</b>	Necessary electric points/switch boards in all bedrooms, living/dining, kitchen & toilets
	Cable TV points in living/dining & all bedrooms
	Telephone line in living/dining
	Concealed copper wiring with Central MCB of reputed brands
	Door bell point at the main entrance door
<b>Common Lighting:</b>	Illumination for compound and street lighting
	Necessary illumination in all lobbies, staircases & Common Areas
<b>Lifts, Stairs &amp; Lobbies</b>	Lifts of reputed make
	Stairs & Floor Lobbies – mosaic/ Stone/tiles
	Entrance – Ground floor lobby of each Block, with good quality flooring as suggested by Architect.
<b>24x7 Security &amp; Fire Prevention</b>	Surveillance facility with CCTV in ground floor lobby
	Intercom facility
	Fire fighting system
	Generator Back up (2BHK – 750 Watts and 3BHK – 1000 Watts mandatory at extra cost)

**SCHEDULE – “E” ABOVE REFERRED TO:**

**“SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE PROJECT”**

1. Entrance and exit gates of the Block and the Project.
2. Paths passages and open spaces in the Project other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Promoter for use of any other Allottee of any Apartment in the Block/Project.
3. Entrance lobbies in the ground floors of the Blocks.
4. Driveway in the ground floor of the Project.
5. Staircases of the Blocks along with their full and half landings with both stair cover on the ultimate roof.
6. Lift with lift shafts and the lobbies on typical floors and lifts machine room and the stair leading to the roof thereof of the concerned Block.

7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the Common Areas, for operation of lifts and pumps and for supply of power in the Apartment to the extent of quantum mentioned herein and/or in the other Apartments during power failure and generator room in the Project.
8. Electrical wiring and fittings and fixtures for lighting the staircases, lobbies and landings and operating the lifts and separate electric meter/s and meter room in the ground floor.
9. Borewells and Water pumps with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different Apartments of the concerned Block.
10. Water waste and sewerage evacuation pipes from the Apartments to drains and sewers common to the Block and from the Block to the municipal drain.
11. Common toilets with W. C. on the ground floor.
12. Room for durwan/security guard, Facility Management office on the ground floor of the Project.
13. Requisite arrangement of Intercom with connections to each individual Apartment.
14. Boundary Walls.
15. Fire Fighting System/Control Room.
16. Air-conditioned community hall.
17. Club.
  - a. A.C Gymnasium
  - b. Indoor Games Room
  - c. Kids Play Room
  - d. Yoga Room
  - e. Library
  - f. Cards room
  - g. Steam, Sauna & SPA
18. Swimming Pool.
19. Kids' Pool.
20. STP, WTP, RWHT, Rainwater Recharge pits.
21. Compost Plant
22. Solar Power
23. Manicure open green space, Lawn, Open stage, Fountain
24. Temple

**SCHEDULE – “F” ABOVE REFERRED TO:****“COMMON EXPENSES”**

1. **MAINTENANCE:** All costs, charges and expenses of maintaining repairing redecorating and renewing etc. of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Block and other saleable space in the Project, main entrance and exit gates, landings and staircases of the Block and enjoyed by the Allottee or used by him in common as aforesaid and the boundary walls of the land, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Land so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired condition.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machinery, equipments and installations comprised in the Common Areas and installations (including lift, water pump with motor, generator, fire fighting equipments and accessories, security systems deep tube well etc.) and also the costs of repairing, renovating and replacing the same, irrespective of whether the same are used by the Allottee or not.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Promoter or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, including enhancement thereof, if any, in respect of the Project (save those assessed separately in respect of any Apartment).
6. **COMMON UTILITIES:** Costs, charges and expenses for serving/supply of common facilities and utilities and all costs and charges incidental thereto.
7. **CLUB CHARGES:** Nil as of now

8. **RESERVES:** Creation of funds for replacement of funds for replacement, renovation and/or other periodic costs, charges and expenses.
9. **OTHER:** All other costs, charges and expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the common purposes.

**SCHEDULE – “G” ABOVE REFERRED TO:**

**“DEVOLUTION OF TITLE”**

**A.** By and under several Deeds of Conveyance/Bikroy Kobalas, (hereinafter collectively referred to as the “**SAID DEEDS**”), executed and registered in favour of the Owners herein along with Ankush Tradelink Private Limited, Award Vinimay Private Limited, Jajodia Medichems Private Limited and Jajodia Projects Private Limited, on various dates before the appropriate registering authorities, the Owners herein along with Ankush Tradelink Private Limited, Award Vinimay Private Limited, Jajodia Medichems Private Limited and Jajodia Projects Private Limited jointly and collectively (each having their respective shares), became the absolute lawful owners of **ALL THAT** the piece and parcel of bastu land measuring **415.282 decimals**, be the same a little more or less, in R. S. Dag Nos. 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1186, 1187, 1188, 1189, 1190, 1193, 1195, 1196, 1197, 1198, 1199, 1200 & 1201, L. R. Dag Nos. 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1758, 1759, 1760, 1761, 1762, 1767, 1769, 1770, 1771, 1772, 1773, 1774 & 1775, comprised in Khatian Nos. 2735, 2737, 2746, 2731, 2729, 2743, 2730, 2733, 2742, 2738, 2740, 2728, 2734, 2725, 2741, 2744, 2736, 2732 and 2759, in Mouza Sripur Bagherghole, J. L. No. 59, Holding No. 272, Sripur Bagherghole “A”, Pargana-Magura, Touzi No. 1, P. S. & A.D.S.R. Sonarpur, under Rajpur Sonarpur Municipal Ward No. 33, District South 24 Parganas, (hereinafter collectively referred to as the “**SAID LAND**”), as more fully and particularly mentioned and described in **SCHEDULE A** hereinabove written, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, debts, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions, acquisitions and alignments, etc., whatsoever or howsoever, absolutely, exclusively and forever.

**B.** By and under four several Deeds of Conveyance, all dated 30<sup>th</sup> March, 2013, made and executed by and between Ankush Tradelink Private Limited, Award Vinimay Private Limited, Jajodia Medichems Private Limited and Jajodia Projects Private Limited, therein respectively



referred to as the vendor of the one part and the Owners herein, therein collectively referred to as the purchasers of the other part and registered in the office of the Additional Registrar of Assurances - I, Kolkata, in Book No. I, being Deed Nos. 3151, 3150, 3152 and 3153 all for the year 2013, the said Ankush Tradelink Private Limited, Award Vinimay Private Limited, Jajodia Medichems Private Limited and Jajodia Projects Private Limited granted, sold, transferred, conveyed, released, assigned and assured unto and in favour of the Owners herein, the purchasers therein, their respective undivided shares in the said Land, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, debts, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions, acquisitions and alignments, etc., whatsoever or howsoever, absolutely, exclusively and forever.

C. By virtue of and by and under the above cited said deeds, the Owners herein thus became and still are the absolute lawful owners of, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Land, absolutely and forever, free from all encumbrances, whatsoever.

**IN WITNESS WHEREOF** the parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in presence of the following attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE  
WITHIN NAMED ALLOTTEE**

(1) Signature :

Name :

Address :

Photo

(2) Signature :

Name :

Address :

**SIGNED AND DELIVERED BY THE  
WITHIN NAMED PROMOTER**

Signature :

Name :

Address :

Photo

**SIGNED AND DELIVERED BY THE  
WITHIN NAMED OWNERS**

Signature :

Name :

Address :

Photo

at Kolkata on \_\_\_\_\_ in the presence of:

**WITNESSES:**

(1) Signature :

Name :

Address :

(2) Signature :

Name :

Address :

\*\*\*\*\*

DATED THIS DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\*\*\*\*\*

BETWEEN

ASWINI SALES PVT.LTD.

AND OTHERS

OWNERS

AND

PRUDENT INFRAREALTY PVT.LTD.

DEVELOPER

AND

---

PURCHASER

AGREEMENT FOR SALE

(BLOCK\_\_\_\_\_, \_\_\_\_\_ FLOOR, FLATNO. \_\_\_\_\_)

MAYANK KAKRANIA

ADVOCATE

10, OLD POST OFFICE STREET,

KOLKATA – 700 001.

Contd. . .